

A G. Contract No. KR03 0483TRN  
ADOT ECS File: JPA 02-065  
Project No STP 085-A(001)A  
TRACS No. H4893 01C  
Item No 18401  
Section.SR-85,Organ Pipe International  
Border (MP 57 80 to MP 80 50)

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE NATIONAL PARK SERVICE

THIS AGREEMENT is entered into 24th April, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the NATIONAL PARK SERVICE, Organ Pipe Cactus National Monument, (the "Park Service") acting by and through its Park Supervisor.

### I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2 The National Park Service is empowered by the Cooperative Funds Act of June 30, 1914, 16 U.S.C. 498 and the Intergovernmental Cooperative Act of 1968, Title III, 31 U.S.C. 6501-6508, Pub. L. 90-577, as amended, Pub. L. 97-258, September 13, 1982, and has delegated to the undersigned the authority to execute this agreement on behalf of the Park Service

3 Incident to paving, bridge barrier replacement, and culvert work within the existing highway corridor, the State will be responsible for construction of turn-lanes, two Waysides and improvements to the Visitor Center access and parking within temporary highway corridor expansions granted by the National Park Service facility at Organ Pipe Cactus National Monument.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 25971  
Filed with the Secretary of State  
Date Filed: 04/24/03

Janice K. Brewer  
Secretary of State

By: Timothy D. Gruenewald

**II. SCOPE OF WORK**

1. The State will:
  - a. Be responsible for the construction of two Waysides located at MP 62.7 and MP 72.5.
  - b. Be responsible for the construction of access and parking improvements at the Visitor Center at MP 75.25.
  - c. Be responsible, through the construction contractor, for establishing temporary nurseries at the Waysides and the Visitor Center prior to construction. The contractor will transplant and maintain transplanted materials at those locations for two (2) years following landscape acceptance by the Engineer.
  - d. Be responsible for the SR 85 pavement widening and culvert extensions to provide turn lanes at the two Waysides and the Visitors Center.
  - e. Be responsible for the operation and maintenance of all facilities within the existing highway corridor.
  - f. Be responsible for funding construction of the Waysides, in a total amount estimated at \$400,000.00.
2. The National Park Service will:
  - a. Be responsible for the operation and maintenance of the two Waysides at MP 62.7 and MP 72.5.
  - b. Be responsible for the operation and maintenance of the access and parking at the Visitor Center at MP 75.25.
  - c. Be responsible for monitoring the re-vegetation (landscaping) for two years following completion of construction at the Waysides and Visitor Center.
  - d. Partner with the Federal Highway Administration (FHWA) to provide, through the FHWA, construction funding for the access and parking improvements at the Visitor Center, in a total amount estimated at \$200,000.00.
  - e. Be responsible to provide temporary highway corridor expansions for construction activities at the Waysides and Visitor Center locations.
  - f. Provide space for the temporary nurseries created by the contractor for the State during construction and during the transplanting and maintenance of transplanted materials following landscape acceptance by the State. This period will extend for two (2) years following the completion of construction.
  - g. Be responsible for the maintenance of all landscaping outside the existing highway corridor.

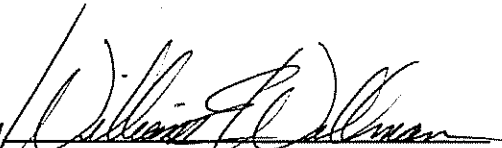
**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall become effective upon filing with the Arizona Secretary of State.
2. This agreement shall remain in force and effect until completion of said improvements and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.
5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.
6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
7. This instrument in no way restricts the National Park Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.
8. All contractual notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation	National Park Service, OPCNM
Joint Project Administration	Route 1, Box 100
205 South 17 Avenue, Mail Drop 616E	Ajo, Arizona 85321-9626
Phoenix, AZ 85007	Attn: William E. Wellman, Superintendent
(FAX) 602-712-7424	
9. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**USDI, NATIONAL PARK SERVICE**  
Organ Pipe Cactus National Monument

By   
WILLIAM E. WELLMAN  
Superintendent

**STATE OF ARIZONA**  
Department of Transportation

By   
BILL HIGGINS  
Acting State Engineer

March 31, 2003  
(date)

4/3/03  
(date)



**ATTORNEY GENERAL  
CIVIL DIVISION  
TRANSPORTATION SECTION**

**MEMORANDUM**

Susan E. Davis  
Assistant Attorney General

Direct: (602) 542-8855  
Fax: (602) 542-3646

**TO:** Judy Wilson  
Joint Project Coordinator 616E


**FROM:** Susan E. Davis  
Assistant Attorney General

**DATE:** March 19, 2003

**RE:** **IGA - The State of Arizona and  
The National Park Service**  
ADOT File No.: **JPA 02-065**  
A.G. Contract No.: **KR03-0435TRN**  
Project No.: **STP 085-A(001)A**  
TRACS No.: **H4893 01C**  
Section: **SR-85, Organ Pipe International  
Border (MP 57.80 to MP 80.50)**

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This Agreement appears to be in proper form and may be circulated for signature.

  
SUSAN E. DAVIS  
Assistant Attorney General

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att.